

UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE: : Chapter 7
Irene Papoutsis Mulkerin : Case No. 24-03264-HWV
Debtor :

AFFIDAVIT OF DISINTEREST OF DANIEL ATLAS, ESQUIRE AND DAILEY, LLP

The undersigned, Daniel Atlas, Esq. ("Affiant") and Dailey LLP, who propose to be retained as a professional for the above-captioned bankruptcy action, does swear or affirm that:

1. The capacity for which Affiant proposes to be retained by the Trustee of the above-captioned Estate is as Special Counsel.
2. With regard to the employment of Daniel Atlas, Esq. and Dailey LLP, there exists no known connection with the Debtor, creditors, or other parties in interest which would qualify as a conflict of interest or render said professional an interested party except as follows:

NONE

3. Daniel Atlas, Esq. and Dailey LLP, knows of no interest which would render them unable to perform services to the standards of said profession.
4. Daniel Atlas, Esq. and Dailey LLP nevertheless disclose the following information concerning their previous representation of Debtor pre-bankruptcy petition:

- a. On March 22, 2024, Debtor executed an engagement letter with Dailey LLP to provide legal advice in connection with certain disputes on a contingency basis, including those disputes concerning the Andrew V. Papoutsis Irrevocable Trust u/d/t December 13, 2012 (the "Engagement Letter").
- b. Pursuant to the terms of the Engagement Letter, Dailey LLP is entitled to a contingency fee of "Twenty percent (20%) of any recovery if obtained after a complaint is

filed, but before dispositive motions are prepared or discovery begins, whichever occurs first[.]”

c. Dailey LLP filed an amended complaint on behalf of Debtor in an action in the Delaware Court of Chancery captioned, *Mulkerin v. Wilmington Trust Company*, Del. Ch. 2023-1237-BWD (the “Delaware Action”).

d. In connection with the claims in the Delaware Action, certain parties, including Debtor, executed a Settlement Term Sheet on September 6, 2024 (the “Settlement Term Sheet”).

e. Pursuant to the Settlement Term Sheet, Dailey LLP received an initial payment of \$150,000 (the “Initial Payment”) to be maintained by Dailey LLP. As of the filing of this affidavit, the Initial Payment remains in the possession of Dailey LLP.

I declare under penalty of perjury that the facts contained in the foregoing Amended Affidavit of Disinterest are true and correct to the best of my knowledge, information, and belief.

Daniel Atlas, Esq.
Dailey LLP

Date: 10/18/2024

by: Daniel Atlas